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# COLLECTIVE BARGAINING AGREEMENT BETWEEN

THE SCHOOL DISTRICT OF
PALM BEACH COUNTY, FLORIDA
AND

SERVICE EMPLOYEES INTERNATIONAL UNION/ FLORIDA PUBLIC SERVICES UNION (SEIU/FPSU)

**SUPERVISORY** 

January 1, 2016 - December 31, 2018 (Reopener)



## Article I - Preamble

This comprehensive Agreement is entered into Florida, and the Service Employees Interna (SEIU/FPSU), (Paraprofessional Unit) and was not2017, and subsequent day of2017.	ntional Union/Florida Public Services Union ratified by the SEIU/FPSU on the day
The Parties agree to reopen this Agreement in October of 2017 negotiations are limited to negotiating changes in Party may reopen two (2) additional Articles for the Parties from opening negotiations in October in 2019.	for changes to be effective in 2018. These reopen in Article 9, Section 1 and Appendix A plus each each of these two years. Nothing herein prohibits
Unless otherwise stated herein, this Agreement and shall continue in effect through December 3:	
The Parties agree that nothing herein prohibits In 2016 and again in 2017, for changes in 2017 and health premiums and/or other mutually agreed Wellness Rewards Program in coalition bargaining by the District's School Board as provided herein	ed in 2018 respectively on the additional cost of upon benefit changes as well as changes to the ng with other employee organizations recognized
As a result of negotiations on Pay Rates for calend 9, Section 1 and Appendix A of the Agreement t amendments are made a part of this new three (	to be effective January 1, 201 <del>6</del> 7. Those Pay Rate
IN WITNESS WHEREOF, the aforesaid aforement on the day of	
THE FLORIDA PUBLIC SERVICES UNION/ SERVICE EMPLOYEES INTERNATION <u>AL</u> UNION:	THE SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA:
Alphonso Mayfield, President	Chuck Shaw, School Board Chairman
Rick Smith, Chief of Staff	Robert M. Avossa, Ed. D., Superintendent



ARTICLE 9 - SALARY/BENEFITS

SECTION 1 - Wages

The Parties agree to increase the minimum and maximum annual Pay Rates in Appendix A by 2% effective January 1, 20167. The new January 1, 20167 minimum-maximum salary schedules are attached as Appendix A. The Parties agree that these minimum-maximum salary schedules are not subject to further modification or change until January 1, 20178 in keeping with the Preamble of this Collective Bargaining Agreement and further agree that future modifications or changes to these minimum-maximum salary schedules will be effective on January 1 of any given year unless otherwise agreed to by the Parties.

The Parties agree that effective January 1, 20167, the annual Pay Rates of all employees shall be increased by 3%. Each employee who remains an employee of the District in this bargaining unit on the date the School Board adopts this Agreement, will be paid this 3% negotiated increase on the new minimum-maximum Annual Pay Rate Schedule (Appendix A), retroactive to January 1, 20167. Those individuals, who are no longer employees of the District on the date the School Board approves this Agreement, are not entitled to any retroactive pay.

- a) Each employee's current annual Pay Rate that is not red-lined will receive the applicable wage increase set forth above effective January 1, 2016\(\frac{7}{2}\). If after receiving the negotiated wage increase effective January 1, 2016\(\frac{7}{2}\), the employee's new Pay Rate is greater than the new maximum annual Pay Rate after it is increased by 2% effective January 1, 2016\(\frac{7}{2}\), the employee's new Pay Rate will be considered to be red-lined when wage increases are negotiated in the future.
- b) An employee whose current annual Pay Rate is red-lined, but whose new annual Pay Rate will not be greater than the maximum annual Pay Rate after that maximum is increased by 2% effective January 1, 20167, will have his/her current annual Pay Rate increased as set forth in applicable sub-sections A, B, or C above effective January 1, 20167 and will no longer have his/her annual base salary considered to be red-lined.
- c) An employee whose current annual Pay Rate is red-lined, and whose new annual Pay Rate is determined to exceed the maximum annual Pay Rate after that maximum annual Pay Rate is increased by 2% effective January 1, 20167, will continue to have his/her current annual Pay Rate red-lined and will not receive an increase to his/her current red-lined annual Pay Rate until such time in the future a new maximum annual Pay Rate is negotiated that is greater than the employee's current red-lined annual Pay Rate. Said employee will continue to be paid at his/her current red-lined annual Pay Rate until such time in the future an annual Pay Rate is negotiated for that employee that is not greater than the maximum Pay Rate at that time. Such employees will be paid a one-time and non-reoccurring bonus equal to the appropriate Pay Rate increase he/she would have received if his/her Pay Rate were not red-lined. This bonus, minus standard deductions, will be computed for all days worked and to be worked (including paid holidays, if any, and paid leave days) for the period of January 1, 20167 through the end of the 2016-7 calendar year or the employee's last day of paid employment with the District, whichever occurs first. To be eligible for a bonus payment, the employee must remain of the District in this bargaining unit on the date of the School Board approves this Agreement.



ARTICLE 9 - SALARY/BENEFITS

SECTION 1 - Starting Salary

New employees in each job classification in this bargaining unit will start at the negotiated entry level unless, because of training and/or experience, the Superintendent authorizes entry above minimum for an employee.

Should the Superintendent determine a higher entry level annual base salary is necessary for any job classification all employees in that job classification whose annual base salaries are less than the new entry level salary will be advanced to the new entry level salary. Prior to any change in the entry level by the Superintendent, SEIU/FPSU will be notified.

Notwithstanding the above provisions, a previous employee of the District who leaves the employment of the District in good standing (as determined by the District), who is re-hired within twenty four (24) months of the date he/she left the District and is rehired in the same job classification he/she held at the time he/she left the District, will be rehired at the same annual base salary he/she had when he/she left the District, plus any wage increases that may have been negotiated in the interim. The rehire date, however, shall be the start date for purposes of seniority.



#### ARTICLE 10 - SUPPLEMENTS AND MERIT PAY AND PAYROLL PRACTICES

SECTION 1 – Automotive Service Excellence (ASE) Incentive

Dedicated to improving the quality of automotive service and repairs in the Department of Transportation Maintenance of the Palm Beach County School Board, an incentive program will be continued for eligible employees who meet criteria established by the National Institute for Automotive Service Excellence (ASE). The primary function of ASE is to test and certify automobile and heavy duty truck technicians and body repairers and painters.

To be eligible to participate in the incentive program, an employee in the Transportation Maintenance Department must:

- A. Have two years or more of full-time experience (or equivalent), to be verified by ASE, as an automotive technician or in body/paint repair.
- B. Be employed in one of the following positions:
  - 1) Mechanic Foreperson I, II, III
  - 2) Paint and Body Foreperson
- C. Certified by ASE and by successfully completing one or more tests administered by ACT.
- D. Be recertified as required by ASE to keep credentials current and valid.

Those employees listed above who are certified by ASE will receive \$150 for each test passed up to a maximum of four (4) in any one calendar year cumulative to eight.

Merit pay earned by eligible employees will continue as long as certification is maintained and proof of certification or recertification is filed with the Department of Transportation. Merit pay will be disbursed annually on the last pay day in December for those eligible employees having proper verification on file in the office of the Department of Transportation by December 1 each year the program is in effect.

#### SECTION 2 – Food Service Manager Supplements

School Food Service Managers who successfully complete the sixteen (16) week Manager Intern Program and whose job assignment includes additional responsibilities associated with a specific service delivery activity, will receive supplemental pay as authorized by the School Food Services Department:

Manager Tr	ainer			\$750.00 Rotation					
Secondary Population		Engineering/All	Special	\$500.00 Monthly					

In order to more equitably compensate those who are performing and assuming additional duties and responsibilities at their schools, School Food Service Managers are eligible to receive a Participation-Based Supplement. This Supplement shall be calculated by determining the average number of meal equivalents served to students, staff and adults on a daily basis (when meals are served) throughout any given months. The average number of meal equivalents will be used to



determine the monthly Participation-Based Supplement. The meal equivalent formula is based on the following:

Standard Breakfast	1	Unit
Charter/Alternative Breakfast	1.25	Units
Standard Lunch (student, staff and adult)	1	Unit
Charter/Alternative Lunch (student, staff and adult)	1.25	Units
Snacks (i.e. Afterschool Snack Program, Fresh Fruits and	.33	Unit
Vegetable Program and Extended Day)		
Supper	1	Unit
Head Start, and/or Voluntary Pre-Kindergarten, and/or ESE	1.25	Units
<u>Unitized Breakfast and/or Lunch</u>		
A la carte	\$3.00	Per Meal Equivalent

Average daily meal equivalents of 500 units or less are not eligible for the Participation-Based Supplement. Each average daily meal equivalent in excess of 500 units will be compensated at the rate of \$.50 per unit. [For example: Average daily meals of 100 standard breakfasts, 350 standard lunches, 50 charter breakfasts, 50 charter lunches and 125 snacks makes the month Participation-Based Supplement in this example equal to \$87.50.]

These monthly Participation-Based Supplements will be effective April 1, 2016 or the first day of the month after April that the School Board approves this Agreement and retroactive back to January 1, 2016. Payments will be made quarterly.

School Food Service Managers who earn a Master's Degree, Bachelor's Degree or Associate Degree from an institution of higher learning accredited by the appropriate regional District-recognized accrediting agency at the time the advanced degree was awarded, will be paid an educational supplement of \$2,500, \$1,500 or \$1,000 respectively. School Food Service Managers will be paid only for the highest degree earned. The appropriate annual supplement will be prorated for any part of the school year the employee was not employed for the entire school year; and it will be prorated for any part of the school year the employee did not have an earned degree for the entire school year. Pay for these educational degrees will be allocated across all 24 pay checks.

#### SECTION 3 - Clocking-In

- All Food Service Managers are to clock-in upon arriving at their assigned school or other work site.
- b. School Food Managers who are not assigned to a school (interns and "un-assigned") have the School Food Service Office in Riviera Beach as their home assignment. Mileage is paid only if commuting to and from the employee's work site exceeds the mileage to and from the employee's residence to the School Food Service Office.
- c. The District does not pay for time to commute to and from the Food Service Manager's assigned school or other work site.



SECTION 4 - Mileage

Supervisory employees who are directed to report directly to schools in their permanent assigned areas shall be paid mileage, under the following formula: Distance from Home to School Center (minus) Distance from Home to their Area Location (equals) Reimbursable Mileage.

Appropriate non-bargaining unit supervisory employees are responsible for verifying mileage from employee's home to various school centers and distance to the area office. Employees are responsible for submitting mileage claims on a monthly basis.

SECTION 5 - Retirement Supplement

The District shall provide a retirement supplement of four percent (4%) of gross salary to be paid to other than FRS members.



# FPSU Salary Schedule Annual Rates by Job Pay Level

#### DRAFT

#### **APPENDIX A**

#### **SALARY SCHEDULES**

Effective January 1, 2017

Charles								JOB	LEVE	EL (Ra	ange m	inimun	ns incre	ease 2%	6, rang	e maxii	mums i	ncreas	e 2%)							
		5		6		7		8		9		10		11		12		13		14		15		16		
Days	Hrs	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Days										
180	8	15,308	26,653	15,740	28,685	16,353	30,870	17,880	33,224	19,562	35,745	21,396	38,480	23,396	41,399	25,583	44,561	27,981	47,954	30,595	51,607	33,468	55,534	36,600	59,766	180
182	6	11,608	20,211	11,936	21,753	12,401	23,409	13,559	25,194	14,835	27,107	16,225	29,181	17,744	31,394	19,400	33,793	21,220	36,367	23,201	39,136	25,380	42,113	27,756	45,324	182
182	8	15,478	26,949	15,915	29,003	16,534	31,212	18,079	33,592	19,779	36,142	21,633	38,907	23,656	41,858	25,867	45,058	28,292	48,487	30,934	52,181	33,839	56,151	37,007	60,430	182
187	4	7,952	13,845	8,176	14,901	8,496	16,037	9,290	17,259	10,162	18,568	11,114	19,989	12,155	21,505	13,290	23,148	14,535	24,910	15,893	26,808	17,385	28,847	19,013	31,046	187
187	8	15,903	27,688	16,352	29,800	16.989	32,070	18,577	34,515	20,322	37,134	22,227	39,976	24,308	43,009	26,577	46,294	29,069	49,818	31,784	53,614	34,769	57,695	38.023	62,092	187
190	8	16,158	28,133	16,614	30,278	17,261	32,585	18,874	35,069	20,648	37,731	22,584	40,618	24,697	43,699	27,004	47,038	29,536	50,619	32,294	54,474	35,327	58,619	38,634	63,086	190
193	8	16,413	28,577	16,876	30,757	17,534	33.099	19,172	35,623	20.975	38,326	22,940	41,259	25,087	44,389	27,430	47,780	30,003	51,419	32,805	55,333	35,885	59,545	39.244	64,083	193
196	6	12,501	21.766	12,854	23,427	13,354	25,211	14,603	27,132	15,977	29,193	17,473	31,427	19,109	33,809	20,892	36,392	22,853	39,163	24,986	42.147	27,332	45,353	29,891	48.810	196
196	8	16,668	29,021	17,139	31,234	17,807	33,615	19,470	36,176	21,300	38,923	23,297	41,900	25,477	45,078	27,856	48,523	30,469	52,217	33,314	56,194	36,442	60,470	39,855	65,080	196
206	8	17,519	30,502	18,013	32,628	16,714	35,329	20,464	38,022	22,386	40,908	24,486	44,038	26,777	47,377	29,278	50,999	32,023	54,881	35,014	59,062	38,301	63,555	41,888	68,400	206
12 mo	8	21,840	34,928	22,161	37,591	22,383	40,456	23,431	43,543	25,630	46,861	26,031	50,434	30,659	54,275	33,530	56,411	36,674	62,862	40,108	67,650	43,867	72,802	47,977	78,348	12 mo

# Starting Pay When Different From Pay Grade Level Minimum

Code	Min	Job Title	Min Salary	Code	Job Title	Min Salary	Code	Educ Interpreters	Min Salary
33190	\$14.28	Bus Driver I	\$20,563	83160	Plumber	\$35,795	91600	Educ Interpreter (NL) For 190 days @ 7.5 hours:	\$21,812 <b>\$20,449</b>
31600		Cust. Foreperson I	\$23,658	83560	HVAC Technician	\$35, <b>7</b> 95	91700	Educ Interpreter I For 190 days @ 7.5 hours:	\$25,167 <b>\$23,594</b>
31620		Cust. Foreperson II	\$24,601	82350	Trans Equip Mech I	\$32,949	91800	Educ Interpreter II For 190 days @ 7.5 hours:	\$30,199 <b>\$28,312</b>
62055		Acad. Success Tutor	\$21,840	82400	Trans Equip Mech II	\$35,877	91900	Educ Interpreter III For 190 days @ 7.5 hours:	\$38,113 <i>\$35,731</i>
				82450	Trans Equip Mech III	\$39,059	92000	Educ Interpreter IV For 190 days @ 7.5 hours:	\$46,923 <b>\$43,990</b>
							BA/S & RID -	Educ Interpreter IV For 190 days @ 7.5 hours:	\$53,125 <b>\$49,805</b>